

05-17-2000

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&amp;G 9061.0-00-01/kla

R SHEET  
JYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101360116

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

S.I.O.O

Genmar Industries, Inc.

- ☐ Individuals  
☐ General Partnership  
☒ Corporation-State of Delaware  
☐ Other:
- ☐ Association  
☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☒ Assignment  
☐ Security Agreement  
☐ Other:
- ☐ Merger  
☐ Change of Name

Execution Date: December 31, 1999

## 2. Name and address of receiving party(ies):

Hatteras Yachts, Inc.  
110 N. Glenburnie Road  
New Bern, North Carolina 28560

- ☐ Individual(s) citizenship  
☐ General Partnership  
☒ Corporation-State of Delaware  
☐ Other:
- ☐ Association  
☐ Limited Partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached:

☐ Yes ☐ No

(Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or trademark number(s):

## A. Trademark Application No.(s)/ Mark(s)

HATTERAS CHALLENGE - Ser. No. 75/741025

## B. Trademark Reg. No.(s)/Mark(s)

HATTERAS - Reg. No. 962,551  
 HATTERAS - Reg. No. 1,198,605  
 HATTERAS - Reg. No. 1,429,226  
 HATTERAS - Reg. No. 1,121,450  
 THE HATTERAS COLLECTION - Reg. No. 1,853,343

HATTERAS & Design - Reg. No. 862,299  
 HATTERAS (Stylized) - Reg. No. 962,550  
 HATTERAS (Stylized) - Reg. No. 1,835,372  
 HATTERAS WORLD - Reg. No. 2,125,551

Additional numbers attached? ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. Beard, Esq.  
 Address: MERCHANT & GOULD P.C.  
 P.O. Box 2910  
 Minneapolis, MN 55402-0910

## 6. Total number of applications and trademarks involved: 10

7. Total fee (37 CFR 3.41): \$265.00
- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

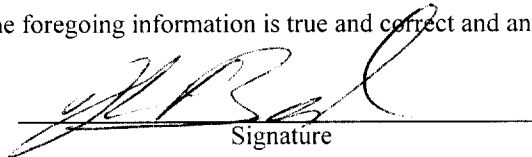
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## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John L. Beard

Name of Person Signing



Signature

April 27, 2000

Date

05/16/2000 JENBAZZ 00000154 75741025

Total number of pages including cover sheet, attachments, and document: 5

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02 FC148240.00 00  
225.00 00

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Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**TRADEMARK**  
**REEL: 002074 FRAME: 0823**

**SCHEDULE "A"****"HATTERAS" - United States Registrations and Applications**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>REG. NO./SER. NO.</u></b>
HATTERAS	United States	962551
HATTERAS	United States	1198605
HATTERAS	United States	1429226
HATTERAS	United States	1121450
HATTERAS & DESIGN	United States	862299
HATTERAS (Stylized)	United States	962550
HATTERAS (Stylized)	United States	1813372
HATTERAS CHALLENGE	United States	Ser. No. 75/741025
HATTERAS WORLD (Stylized)	United States	2125551
THE HATTERAS COLLECTION	United States	1853343

**"HATTERAS" - Foreign Trademark Registrations and Applications**

<b><u>MARK</u></b>	<b><u>COUNTRY</u></b>	<b><u>REG. NO./SER. NO.</u></b>
HATTERAS	Argentina	1721191
HATTERAS	Australia	215951
HATTERAS & DESIGN	Australia	214108
HATTERAS	Austria	90736
HATTERAS	Bahrain	6389
HATTERAS	Benelux	25504
HATTERAS	Brazil	812522672
HATTERAS	British Virgin Islands	1867
HATTERAS	Canada	166667
HATTERAS & DESIGN	Canada	165127
HATTERAS	China	215437
HATTERAS	China	784305
HATTERAS	Columbia	132468
HATTERAS	Costa Rica	80463
HATTERAS	Denmark	1731/1969
HATTERAS	Dominican Republic	17188
HATTERAS	Ecuador	4415-90
HATTERAS	Egypt	81833
HATTERAS	Finland	84213
HATTERAS	France	1479708
HATTERAS	Germany	861542
HATTERAS	Great Britain	932925
HATTERAS	Greece	38838

HATTERAS	Guatemala	21338
HATTERAS	Hong Kong	24595
HATTERAS	Indonesia	283547
HATTERAS	Iran	32343
HATTERAS	Ireland	Ser. No. 991324
HATTERAS	Italy	519959
HATTERAS	Italy	373264
HATTERAS	Japan	893954
HATTERAS	Japan	3342176
HATTERAS	Kuwait	12393
HATTERAS	Mexico	405598
HATTERAS	New Zealand	196593
HATTERAS	Nigeria	Ser. No. 8872/90/4
HATTERAS	Puerto Rico	22147
HATTERAS	Qatar	2083
HATTERAS	Ras Al Khaimah	2510
HATTERAS	Saudi Arabia	95/25
HATTERAS	Singapore	5166/80
HATTERAS	Spain	572611
HATTERAS	Sweden	126809
HATTERAS	Switzerland	365353
HATTERAS & DESIGN	Switzerland	365406
HATTERAS	Trinidad & Tobago	11355
HATTERAS	Turkey	122950
HATTERAS	Uruguay	245607
HATTERAS	Venezuela	62164
HATTERAS	Venezuela	Ser. No. 18.274-91

**TRADEMARK ASSIGNMENT**

**WHEREAS**, Genmar Industries, Inc. (hereinafter "Assignor"), a Delaware corporation having a principal place of business at 100 South Fifth Street, Minneapolis, Minnesota 55402, is the record owner of the trademark registration referenced on the attached Schedule "A";

**WHEREAS**, Hatteras Yachts, Inc. (hereinafter "Assignee"), a Delaware corporation having a principal place of business at 110 N. Glenburnie Road, New Bern, North Carolina, 28560, is desirous of acquiring all right, title and interest in and to said registrations.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the said Assignee, its successors or assigns, the entire right, title and interest in and to said trademarks and said trademark registrations, together with the goodwill and other incidents of its business associated with or symbolized by said trademarks and by said trademark registrations, along with all rights and remedies against infringement, and rights to protection of interests in such trademarks and trademark registrations, as provided under the laws of any applicable jurisdictions.

Assignor shall promptly prepare and deliver for recording (at Assignee's request and expense) any instrument necessary to perfect or record the transfer of any of the trademark registrations in the United States Patent and Trademark Office, and any other recording office in a foreign country where such recordings are properly made. Without limiting the foregoing, Assignee will be responsible for any legal expenses or government fees associated with recording any assignment or other instrument necessary to perfect or record the transfer of any of the trademark registrations in the U.S. and in any foreign countries.

Upon the Assignee's request at any time and from time to time, Assignor shall execute and deliver to the Assignee, at Assignee's expense, such additional instruments as are reasonably necessary to vest the Assignee with the sole ownership of all such trademark registrations.

Due to the parties' geographic locations, the parties have agreed that signatures for execution of this Trademark Assignment and any certificate, instrument, or other document entered into and/or delivered pursuant to or in connection with this Trademark Assignment may be provided by facsimile; and upon receipt of such facsimile signature, the party accepting such signature shall be entitled to rely on the execution thereof, and such signature will be binding and effective as if the original counterpart had been transmitted and/or delivered.

**[SIGNATURE PAGE FOLLOWS]**

**Executed at Minneapolis, Minnesota this 31st day of December, 1999.**

**GENMAR INDUSTRIES, INC.**

By:

## HATTERAS YACHTS, INC.

**By:**

**STATE OF MINNESOTA       )**  
                                **-) ss.**  
**COUNTY OF HENNEPIN      )**

Subscribed and sworn to before me this 31st day of December, 1999.



**Notary Public**

STATE OF North Carolina ) ss.  
COUNTY OF CRAVEN )

**Subscribed and sworn to before me this 31st day of December, 1999.**

**Notary Public**